

## MAYOR WILL VETO MOVIE ORDINANCE PASSED BY 70 TO 2

Things Will Happen to  
Aldermen if They Pass It  
Again It Is Intimated.

HE WANTS GALLERIES.

Dwelling Measure Would Stifle  
Competition Is His Main  
Objection.

Although the Moving Picture Theatre ordinance, fathered by the Tammany membership of the Board of Aldermen, passed yesterday by a vote of 70 to 2, Mayor Gaynor has determined to veto it. The big vote given the measure indicates it will be passed over the Mayor's veto, but he will have something of an interesting nature to say if the Aldermen override his wishes.

There were two ordinances submitted to the Board yesterday. One was the Police ordinance, endorsed by the Mayor and signed by Aldermen Courtlandt Smith, Daniel R. Coleman, William D. Smith, O. Grant Esterbrook, Samuel Marks, John A. Bolles, James Hamilton and John Diemer, the majority members of the Committee on Laws and Legislation. The other was a minority ordinance submitted by Max Levine and Frank Cunningham, the remaining members of the committee.

Had the Police forces held together the Police ordinance would have been adopted. But President Mitchell and Aldermen Smith and Diemer disappeared just as the vote was about to be taken. Aldermen Sullivan, Morrison and Gebbe declined to vote and Alderman Dotterer voted for the minority measure. The vote substituting the minority for the majority ordinance was 35 to 34.

### DISPUTE HINGES ON QUESTION OF GALLERIES.

It was admitted the only difference between the ordinances is that the Police measure provided for galleries in moving picture theatres seating up to 500 persons, and the minority measure, drafted by Alderman Johnny White and Tammany Leader Frank Downing, does not allow a moving picture theatre to have a gallery. White is interested in the moving picture business.

The question of galleries in the moving picture business has engaged the Mayor. He now in that move a plan to prevent the building of moving picture houses that would enter into competition with houses having galleries—just such houses as are owned and controlled by Mr. White and certain other members of the Board of Aldermen, on whom the Mayor has his official eye.

By removing the galleries clause and compelling all seating capacity to be confined to the ground floor, the Downing measure fits nicely into the ideas of Alderman White and the others. To provide for a 500 seating capacity on a ground floor means that additional ground space must be acquired and the cost of additional ground space is prohibitive. That is the "larger to the victor." This prohibitive cost means fewer moving picture houses and a wider field for the White and other theatres.

### MAJOR SAYS HE'S DISGUSTED WITH ALDERMEN.

Mayor Gaynor did not voice his resentment over the action of the Board yesterday to the newspapers, but he did speak his mind openly to certain gentlemen in whom he has confidence and with whom he has frequently consulted upon the subject of proper safeguarding moving picture theatres. He regards these men as experts and several of them were members of his commission, which drew up the ordinance which was presented by Alderman Ralph Forks.

To these gentlemen the Mayor declared the claim that the presence of galleries in moving picture theatres was a menace to morality was of no effect. The same conditions prevailed in the balcony as on the ground floor, he said. He declared he was disgusted with the work of the Aldermen. The ordinance is pretty thoroughgoing. The seating capacity is limited to 500 and supervision is to be made of all theatres by inspectors specially assigned from the Mayor's Bureau of Licenses. There are provisions for the filling of plans and the granting of licenses; stringent provisions for exits, fire-proofing of walls and ceilings and exit doors that open outward to clear passageways to streets.

No galleries are permitted, aisles are to be three feet wide, seats fastened to the floor, and the entrance and floor not more than one step above the street level, the passage between to be graded, with no perpendicular rise and the grade no steeper than one foot in ten. Such a provision would have made the Houston street disaster impossible. In that case there were steps from the theatre floor to the street level.

Provisions are made for absolute cleanliness, proper ventilation and heating and the keeping of fire fighting equipment.

To the main the new law applied to motion picture houses to be built in the future, or altered. Provision as to heating, lighting and sanitary requirements, however, apply to all houses. In the discretion of the inspectors requirements as to exits may be imposed against theatres that now exist whenever application is made for a renewal of the license.

Schools and churches where "shows" are only given occasionally are required to have licenses and their inspection is provided for.

## BECKER "STRONG-ARM" HELD ON ATTACK CHARGE.

Citizen Who "Looked" at Shepherd  
and Timed Him Swears He  
Was Beaten.

Police Officer Joseph B. Shepherd, who was one of Becker's strong-arm squad, was today held for assault by Magistrate McGuire in Harlem Court. Alexander Jacobus of No. 119 East One Hundred and Thirty-first street saw Shepherd on fixed post at One Hundred and Thirty-fifth street and Lenox avenue talking to a young woman. Jacobus stopped and took out his watch. Shepherd asked what he was looking at and Jacobus said he was looking at him.

Jacobus was arrested, and says that on the way to the station house he was beaten by Shepherd. Magistrate Levy, in the Harlem Court the following day, dismissed the complaint. Complaint was made to Mayor Gaynor and Shepherd was suspended. Jacobus obtained a warrant for his arrest on a charge of assault.

Miss May Brightman, with whom the policeman was conversing, testified that she had stopped to ask Shepherd how long she would have to wait for a car. She said Jacobus and another man stopped in front of them, and Jacobus took out his watch. When he told the policeman that he was looking at him, he poked up his mouth and blew at him.

Sterling L. Sterling, a lumber merchant of No. 40 East One Hundred and Thirty-fifth street, said he saw Shepherd push Jacobus, punch him in the face and knock him down twice. The policeman's bail was fixed at \$500.

Beat by Auto; Gets \$4,000.

A jury before Supreme Court Justice Manning in Brooklyn yesterday gave a verdict of \$4,000 to fourteen-year-old Nicholas Beck of No. 28 Lynch street, Brooklyn, against Marcus A. Myers, a wealthy real estate operator, whose automobile injured Beck at Bedford avenue and Lynch street, Brooklyn, on March 24, 1912.

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## I. W. W. LEADER SEEKS TO HEARTEN STRIKING BARBERS, LOSING HOPE

Error Encourages Those Who  
Are Beginning to Think  
Fight Is Vain.

The disorganization that has prevailed in the barbers' strike for the last few days was even more evident today and there was every indication that the revolt would proceed undisturbed for several days to come. One fact that stands out more prominently than at any time previously is that the workers in the higher priced shops are apparently not at all in sympathy with the walkout and will give it no assistance.

At the new headquarters of the strikers, the Garibaldi Theatre, No. 35 East Fourth street, their new leader, Joseph J. Eitor, was not to be found today. It was explained that Eitor has found the situation so desperate that he has had to take the field to throw all his influence to stiffening the backbone of strikers, who have begun to think the cause, as at present organized, hopeless.

Eitor's lieutenants declared that while there may have been a few "unimportant" desertions from the ranks of the newly formed I. W. W. union, the so-called short-hour barbers are rallying to the standard and promise their moral support, although they will not agree to walk out of the shops where tips are many and big, and they will not agree to join the same I. W. W. local of which the barbers of the cheaper shops are members. Tonight at the branch meeting place of the strikers,

No. 36 Forsyth street, an effort will be made to perfect an organization of the "short-hour" barbers that will aid the cause of those now striking.

All efforts of the master barbers to amalgamate the associations of barber shop proprietors, the diversity of which has so far proved a bar to a settlement, have failed.

At the State Labor Department office today John J. Bealin was still at work on the strike, but by no means sanguine of accomplishing anything for the present.

## CENTRAL REFUSES TO GIVE FACTS ABOUT HARLEM'S FINANCES

Votes Down Minority Stock-  
holders' "Demands" and  
They'll Go to Court.

The New York Central's unification plan has come to a standstill so far as its proposal to assimilate the New York and Harlem minority stock on the Central's own terms is concerned. This minority is apparently as recalcitrant as ever and has no intention, for the present at least, of giving up its stock without getting full value for it.

At the annual meeting of the New York and Harlem Railroad Company yesterday the minority made no attempt to interfere with the New York Central election programme and permitted the election of Harold Vanderbilt as a director without opposition.

W. M. Cohen, the lawyer for the minority stockholders' committee, insisted upon offering a series of resolutions. He demanded that the secretary send the stockholders a statement showing the

disposition of the surplus reported by the Harlem, as of June 30, 1908; any money received in addition to the rentals under the leases to the New York Central and the Metropolitan Street Railway Company since June 30, 1908, and the disposition thereof; sums realized on sales of real estate and from condemnation proceedings since Jan. 1, 1908, and the disposition thereof.

He also wanted statements concerning rentals received under each lease and the terms of the leases for space in the Grand Central Terminal property owned by the Harlem; the proposed use of the parcel at Forty-second street and Depece place, deeded to the Harlem company in exchange for the property on the east side of Vanderbilt avenue; sums paid for tolls, passage rights or other privileges by other corporations using the terminal facilities and right of way of the Harlem company in the fiscal year just ended.

The minority stockholders will now appeal to the courts for aid in getting the desired information.

## O'NEILL-ADAMS Co.

Sixth Avenue, 20th to 22d Street, New York City

The pianos for this co-operative sale were personally selected at the factory by Mr. C. Alfred Wagner, President The Lyngard Co., and upon arrival are being tested and inspected by Mr. Nolan Franko, for years Conductor and Concertmeister Metropolitan Opera Company.

# Millions of dollars saved to piano purchasers through co-operation

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THE very essence of this big piano event is **economy**. Making and distributing thousands of pianos of a kind at one time means **economy**. Selling 200 pianos and 100 player-pianos in a city the size of New York City all on the same plan, all at the same price, giving to each and every participant the same guarantees—the same privileges—the same advantages—selling them all at practically the same time and no additional charge for interest—means **economy**.

To carry such a tremendous deal to a successful conclusion naturally means that we, and the manufacturers who are associated with us in this sale, are willing to sacrifice a good, big, liberal portion of profit—which means **more economy**.

The whole economical part of this transaction when boiled down means that you get a good, honor bright three hundred and fifty dollar piano for two hundred and forty-eight dollars and seventy-five cents—a clean cut saving or **economy** of one hundred and one dollar and twenty-five cents.

## Player-pianos also on same plan

One hundred player-pianos are also being sold on this co-operative plan. The usual price of these player-pianos is five hundred and fifty dollars each. The co-operative price is three hundred and ninety-five dollars, with **NO INTEREST** to be added. The player-piano is also being delivered immediately upon the payment of five dollars.

The payments of two dollars a week—giving you one hundred and ninety-five weeks' time in which to make your payments—the same as on the piano. The same unconditional guarantee that is given on the piano is given on the player-piano. You can also get your money back at any time within thirty days.

You get the same privilege of exchanging within a year, as that All of the unpaid balances will be voluntarily cancelled in event of death. Also, a player-piano bench and nine rolls of music (your own selection) are included without extra charge. An arrangement will be made with each purchaser whereby new player rolls can be procured at a cost of only five cents a roll.

These player-pianos are standard 88-note players; that is, they play every note on the piano when the music roll is in motion. These player-pianos have an automatic shifter, which compels the music to play perfectly. Most player-pianos sold at from two hundred to two hundred and fifty dollars more than these will not play perfectly. These player-pianos have lead tubing. Most player-pianos have rubber tubing. The life of rubber is one year—at most. Lead lasts forever. It cannot wear out and the tubing in these player-pianos is so placed it cannot be broken.

All of the features of the co-operative plan are carried out in offering the player pianos, with the single exception that the terms on the player-piano are two dollars a week instead of—as on the piano—one dollar and twenty-five cents a week.

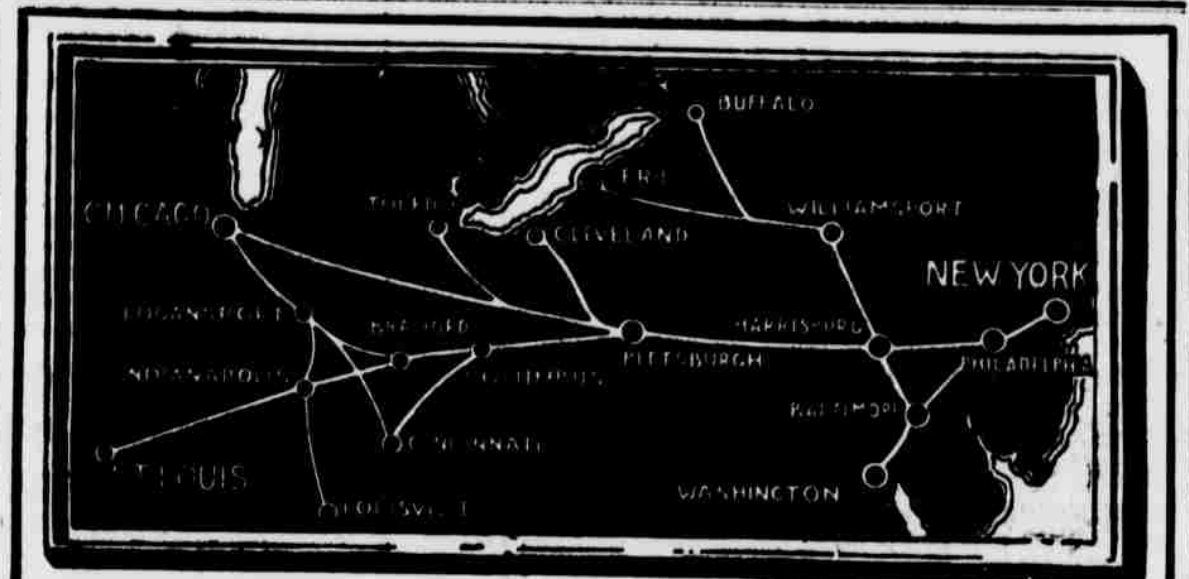
He gets a piano **without interest charges**. He gets **two** free tunings. He gets a fine stool and beautiful scarf free. If he dies before completing payments on the piano a receipt in full for the piano is **voluntarily** turned over to his family and all further payments **cancelled**.

He gets 195 weeks' time in which to pay for either the piano or player-piano. If he pays in less than 195 weeks, he **lessens** the price 15 cents for each and every week he reduces the time—if he is buying a piano—and 20 cents for each and every week he reduces the time, if he is buying a **player piano**.

And so on and so on. The person who joins in this co-operative plan gets **economy**. He saves \$101.25—outright. He gets liberties—privileges—in a big, broad and generous way. He gets them through co-operation on the "you help me and I will help you" principle, on the same plan that the railroads run big excursions—taking you to all the points of interest, giving you stop-over privileges here and there, securing for you the best hotel accommodations, and in many instances saving you **nearly one-half the regular price**.

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**O'NEILL-ADAMS Co.**  
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Without obligation on my part, mail photograph and description of piano and player-piano being sold on your co-operative plan to  
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The new and amplified Western train  
service of the Pennsylvania System,  
effective May 25.

Leaves New York	Arrives	Trains
8:04 A. M.	8:00 A. M.	Metropolitan Express—Arrives Cleveland 10:35 P. M., Chicago 8:00 A. M. Through Sleeping Car to Chicago. Through Coaches to Pittsburgh.
9:35 A. M.	9:25 A. M.	Pittsburgh Day Express—New Train. Arrives Cleveland 10:35 P. M., Chicago 8:00 A. M. Through Parlor Car to Cleveland. Through Coaches to Pittsburgh.
10:04 A. M.	10:00 A. M.	Commercial Express—New Train. Arrives Cincinnati 6:30 A. M., Indianapolis 6:55 A. M., St. Louis 1:53 P. M., Chicago 12:55 P. M. Through Sleeping Car. Through Coach to St. Louis.
11:04 A. M.	11:00 A. M.	The Pennsylvania Limited—Arrives Chicago 8:54 A. M., Toledo 4:50 A. M., Detroit 7:20 A. M. Through train of Club, Dining, Sleeping, and Observation Car to Chicago. Sleeping Car Harrisburg to Detroit. Parlor Car New York to Pittsburgh. All "limited" features. No Coaches.
12:04 P. M.	12:00 Noon	Pan Handle Limited—New Train. Arrives Dayton 5:00 A. M., Richmond 6:15 A. M., Chicago 12:55 P. M. Through Sleeping Car. Through Coaches to Chicago.
2:04 P. M.	2:00 P. M.	Keystone Express—Arrives Columbus 5:20 A. M., Indianapolis 10:35 A. M., St. Louis 5:02 P. M. Through Sleeping Cars. Through Coach to St. Louis.
2:05 P. M.	2:00 P. M.	Panama-Pacific Express—Arrives Columbus 7:10 A. M., Cincinnati 10:40 A. M., Chicago 5:00 P. M. Through Sleeping Cars. Through Coaches to Chicago.
2:45 P. M.	2:45 P. M.	Broadway Limited—Arrives Chicago 9:45 A. M. Through Train of Club, Dining, Sleeping, and Observation Car. All "limited" features. No Coaches.
5:04 P. M.	5:00 P. M.	Manhattan Limited—Arrives Akron 7:00 A. M., Cleveland 7:30 A. M., Chicago 2:00 P. M. Through Sleeping Cars, Observation Car to Chicago. No Coaches.
5:30 P. M.	5:30 P. M.	Mercantile Express—New Train. Arrives Cincinnati 12:10 Noon, Indianapolis 2:05 P. M., St. Louis 8:30 P. M. Through Sleeping Cars. Through Coach to St. Louis.
6:04 P. M.	6:00 P. M.	Western Express—Arrives Akron 10:00 A. M., Toledo 3:45 P. M., Chicago 8:54 P. M., Niles 8:13 A. M. Through Sleeping Cars to Toledo, Chicago, and Niles via Youngstown. Through Coaches to Chicago.
6:30 P. M.	6:30 P. M.	Chicago Express—New Train. Arrives Chicago 5:00 P. M. Through Sleeping Car. All "limited" features, no Coaches, as far as Columbus.
6:30 P. M.	6:30 P. M.	The 24-Hour St. Louis—Arrives Columbus 7:25 A. M., Cincinnati 12:10 P. M., Indianapolis 11:45 A. M., St. Louis 5:25 P. M., Cleveland 7:30 A. M. Through Sleeping Cars. All "limited" features. No Coaches.
8:34 P. M.	8:30 P. M.	Cincinnati, Indianapolis and Chicago Express—Arrives Cleveland 11:30 A. M., Columbus 1:45 P. M., Cincinnati 5:25 P. M., Indianapolis 7:00 P. M., Chicago 8:25 P. M. Through Sleeping Cars. Through Coaches to Pittsburgh.

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